DOCUMENT RESUME

ED 156 019 HE 010 135

TITLE Agreement Between the University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors, July 1, 1977 - June 30, 1979.
INSTITUTION Connecticut Univ., Storrs.
PUB DATE 77
NOTE 15p.
AVAILABLE FROM University of Connecticut, Storrs, Connecticut

EDRS PRICE MF-$0.83 HC-$1.67 Plus Postage.
DESCRIPTORS Academic Freedom; Affirmative Action; *Arbitration; *Collective Bargaining; *College Faculty; Fringe Benefits; Governance; Grievance Procedures; Higher Education; *Negotiation Agreements; Retrenchment; Teacher Salaries; Tenure
IDENTIFIERS American Association of University Professors; *University of Connecticut

ABSTRACT

The collective bargaining agreement between the University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors (AAUP) is presented. Items covered in the agreement include: recognition of the chapter; academic freedom; governance; nondiscrimination; affirmative action plans and procedures; board of trustees' prerogatives; maintenance of university procedures governing appointment, reappointment, non-reappointment, tenure, promotion, dismissal, termination, suspension, award of leaves of absence, grievances and the determination of workloads; grievance procedures; personnel files; faculty not in a tenure tract; and reduction of staff for discontinuance of program and finance exigency. Also covered are: selection and review of department heads; salary scales; and salary and benefits. (SPG)

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ED156019

Agreement Between
The University of Connecticut
and
The University of Connecticut Chapter
of the American Association
# of University Professors
July 1, 1977 - June 30, 1979

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1. RECOGNITION

The Board of Trustees recognizes The University of Connecticut Chapter of the American Association of University Professors as the exclusive bargaining representative of members of the staff who hold the following titles: University Professor, Professor, Associate Professor, Assistant Professor, Instructor, Assistant Instructor, Lecturer (regular payroll), Professor in Residence, Associate Professor in Residence, Assistant Professor in Residence, Instructor in Residence, Research Professor, Research Associate II, Research Associate I, Research Assistant III, Research Assistant II, Extension Professor, Clinical Professor, Specialist IV (Athletics), Senior Extension Agent, Senior 4-H Agent, Senior Home Economist, Associate Extension Professor, Associate Clinical Professor, Specialist III (Athletics), Extension Agent, 4-H Agent, Home Economist, Assistant Extension Professor, Assistant Clinical Professor, Specialist II (Athletics), Associate Extension Agent, Associate 4-H Agent, Associate Home Economist, Extension Instructor, Clinical Instructor, Specialist I (Athletics), Assistant Extension Agent, Assistant 4-H Agent, Assistant Home Economist, excluding those classifications and titles listed below under EXCLUSIONS and all other supervisory, confidential, and managerial employees as defined in the Statute [Section 1 (e) and Section 1 (f)] for the purpose of negotiating with respect to wages, hours and other conditions of employment. Hereinafter for the purposes of collective bargaining, staff holding the above titles who are not excluded pursuant to the following paragraph are referred to as "faculty," or "members," or "members of the bargaining unit."

2. EXCLUSIONS

2.1 Members of the staff who hold the following titles are excluded from the bargaining unit: President, Vice President, Associate and Assistant Vice President, Assistant to the President, Assistant to the Vice President, Assistant to the Dean, Dean, Associate and Assistant Dean, Director, Associate Director, Assistant Director Agricultural Experiment Station, Special Assistant to the Director of Cooperative Extension, Associate Director, Assistant Director Cooperative Extension, Director of Office of Institutional Research, Director of Institute of Materials Science, Director of Institute of Marine Science, Branch Director, Director of Alumni Affairs, Director of Athletics, Manager of the Auditorium, Director of Summer Sessions and Credit Extension, General Counsel of the University, Employees at NERAC, Faculty of the School of Medicine, Faculty of the School of Dental Medicine, Faculty of the School of Law, Faculty of E.O. Smith Secondary School, part-time faculty on the regular payroll who are employed less than half-time, Specialists other than those in the Division of Athletics and those who hold a faculty or research rank in addition to their Specialist title, and all other employees of the University.

2.2 The inclusion or exclusion in the faculty bargaining unit of new personnel classifications established by the University subsequent to the effective date of this agreement shall be preceded by discussion with the AAUP. Any impasse in this area shall be submitted to the State Labor Relations Board for resolution.

2.3 The exclusion of members from the faculty unit for the purpose of assuming confidential status shall be preceded by discussion with the AAUP. Any impasse in this area shall be submitted to the State Labor Relations Board for resolution.

3. ACADEMIC FREEDOM

3.1 The Board of Trustees recognizes the paramount importance of academic freedom in an institution of higher education and reaffirms its continuing commitment to the principles of academic freedom and its protections described in The University of Connecticut *Laws and By-Laws*, 10th edition, revised (1974).

3.2 This article on academic freedom is a statement of intent and policy and is not subject to the Contractual Grievance Procedure.

4. GOVERNANCE

4.1 Although the AAUP, as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board of Trustees retains its rights, under law, to manage and direct the University, the parties recognize the necessity of a collegial governance system for faculty in areas of academic concern. It is mutually desirable that the collegial system of shared governance be maintained and strengthened so that faculty will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrative officials and to the Board of Trustees, and for resolving academic matters, through the organizational divisions of the University, the University Senate, the Administration and the Board of Trustees.

4.2 Collegiality in academic governance on each campus of the University of Connecticut can best be accomplished through the University Senate and the faculties of the schools and colleges. Appropriate matters of concern should be brought before the Senate or the several faculties by their members or by the President of the University or his/her representatives. Upon request of the Senate, the President should transmit recommendations of the Senate to the Board of Trustees for their consideration.

4.3 This article on governance is a statement of intent and policy and is not subject to the Contractual Grievance Procedure.

5. NONDISCRIMINATION

The Board and the AAUP agree that no faculty member or applicant for employment for a position within the bargaining unit shall be discriminated against because of race, color, creed, sex, age, national origin, marital status, political belief, political affiliation, physical disability unrelated to ability to perform professionally, or membership or non-membership in any labor union.

6. AFFIRMATIVE ACTION PLANS AND PROCEDURES

The parties are committed to the affirmative action goals of having greater numbers of women and minorities in University positions. The Administration and the AAUP will cooperate in carrying out the affirmative action program. Two representatives nominated by the AAUP shall be appointed to the Employees' Advisory Committee to the Equal Employment Opportunity Office.

7. BOARD PREROGATIVES

7.1 It is recognized that the Board of Trustees has and will continue to retain, whether exercised or not, the sole right, responsibility or prerogative to make rules for the government of the University and shall determine the general policies of the University, including those concerning the admission of students and the establishment of schools, colleges, divisions and depart-

ments, and shall direct the expenditure of the University's funds within the amounts available, and shall fix fees for tuition and may make refunds of the same.

7.2 The Board of Trustees within available funds shall have sole jurisdiction over the selection, appointment, assignment of duties, amount of compensation, sick leave, vacation, leaves of absence, termination of service, rank and status, of the individual members of the professional staff of the University.

7.3 Said Board shall determine who constitutes the professional staff of the University and establish compensation and classification schedules for its professional staff.

7.4 These rights, responsibilities and prerogatives are not subject to delegation to the AAUP in full or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives other than the specific provisions contained in this agreement shall be subject to the grievance provisions of this contract.

8. MAINTENANCE OF PROCEDURES

8.1 The parties agree to maintain for the duration of the contract all procedures of the University not modified by the terms of this agreement governing appointment, reappointment, non-reappointment, tenure, promotion, dismissal, termination, suspension, award of leaves of absence, grievances, and the determination of workloads as specified in the *Laws and By-Laws*, 10th edition, revised (1974), including amendments through July 1, 1976, and the President's Memorandum dated August 1, 1976,* "Procedures regarding Tenure, Promotion, and Reappointment," together with PTR Form 7-1-76.

8.2 The parties agree further that the procedures of the University maintained by Section 8.1 above may be changed only by agreement of the Board of Trustees and the AAUP.

8.3 Nothing in this article shall be construed to deny the authority of the Board to establish or change policies through established processes, which shall include prior discussion with the AAUP.

*The dates in this memorandum may be adjusted to reflect the calendars of succeeding years.

9. MEET AND DISCUSS

9.1 To assure the efficient and harmonious operation of the University, the parties agree to meet and discuss at least once a month any matters of official concern, including budget proposals and long range planning, or matters relative to this agreement, arising during the life of this contract which require attention. The AAUP committee for the purpose shall consist of no more than five members. Agenda items shall be submitted by both parties at least one week in advance.

9.2 From time to time the President of the AAUP may feel that it is necessary to meet with the President or the Vice President for Academic Affairs on non-contractual items. When such a need arises, upon the request of the AAUP, a meeting at a mutually agreeable time will be held with the President or the Vice President for Academic Affairs. It is understood by the parties that these meetings are not meant to replace the purpose of 9.1 above.

9.3 Nothing in this article curbs the right of the Administration to meet with committees or individual faculty members to discuss such matters as the Administration desires; nor does it abridge the right of the University of Connecticut Chapter of AAUP to attend such meetings.

16. CONTRACTUAL GRIEVANCE PROCEDURE

10.1 The parties agree that all problems should be resolved whenever possible before the filing of a grievance, and encourage open communication between adn inistrators and members, so that the formai grievance procedure will not normally be necessary.

10.2 *Definition*

The term grievance shall mean a dispute concerning the interpretation or application of the terms or provisions of this agreement.

10.3 *Resort to Other Procedure*

If prior to seeking resolution of dispute by filing a grievance under this contract, or while the grievance proceeding is in progress, a member seeks to resolve the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to entertain or proceed with this grievance procedure.

10.4 *Step 1*

10.4.1 A member of the bargaining unit and a representative of the AAUP (if the employee so desires) shall first discuss the problem with the University official against whom he/she is aggrieved. If a problem resolved in accordance with this paragraph is in the opinion of the Administration a grievance as defined herein, the Administration shall notify the AAUP in writing of the terms of the settlement.

10.4.2 If the matter is not satisfactorily adjusted within seven calendar days, the member or the AAUP if requested by the member shall submit it in writing within fifteen calendar days to the appropriate director or dean of the school or college or his/her designee for a satisfactory adjustment. The grievance should set forth the act or condition on which the grievance was based and identify the article(s) of the contract that is(are) being aggrieved. After receiving the formal grievance the dean, director, or designee will meet with the aggrieved member within fifteen calendar days after receiving the formal grievance and will give his/her decision in writing to the aggrieved within seven calendar days of such meeting.

10.5 *Optional Interim Step*

If the decision at Step 1 is against the aggrieved member, before appealing at Step 2, the member may if he/she so desires, within seven calendar days of receiving the decision at Step 1, notify the Vice President for Academic Affairs that he/she wishes to appeal to a collegial panel of two members made up of one member from the faculty chosen by the AAUP and one administrator chosen by the Vice President for Academic Affairs. The panel shall be established and render its decision within fifteen days from notification of the Vice President. If the decision of this panel is unanimous, it shall be final and binding and not appealable by either party. If the award is not unanimous, the grievance will immediately go to Step 2 below.

10.6 *Step 2*

Failing satisfactory settlement within the above time limits, the aggrieved member of the AAUP may, within seven calendar days, appeal in writing to the Vice President for Academic Affairs or his/her designee. The Vice President for Academic Affairs or the designee shall meet with the member and an AAUP representative within fifteen calendar days after receiving the member's appeal and shall give a decision in writing to the member and the AAUP within seven calendar days of such meeting. The AAUP shall be notified and allowed to participate throughout Step 2

10.7 *Step 3*

If the grievance has not been satisfactorily resolved at Step 2, the AAUP, upon the request of the grievant, may proceed to arbitration. Notice of intent to proceed to arbitration must be filed with the Vice President for Academic Affairs or his/her designee within fifteen calendar days after receipt of the Step 2 decision and must be signed by the grievant and the AAUP President or representative. (The filing of a notice to proceed to arbitration shall constitute a waiver of rights to alternative or *de novo* judicial consideration.) The terms of the agreement which are involved shall be identified in the submission. The grievance may be withdrawn at any time by the grievant or by the AAUP representative at any point during Step 3.

10.8 *Selection of Arbitrator*

The parties shall follow either the American Arbitration Association or the Connecticut Board of Mediation and Arbitration procedure for the selection of an arbitrator, unless the parties mutually agree on an arbitrator within five calendar days of filing the notice. In cases of disagreement in selecting either the AAA or the CBMA procedure, the AAUP shall have the initial choice and alternate options in contested selections thereafter.

10.9 *Authority of the Arbitrator*

The arbitrator shall hear and decide only one grievance in each case. The arbitrator shall neither add to, subtract from, modify or alter the terms and provisions of this agreement. Arbitration shall be confined solely to the application and/or interpretation of this agreement and the precise issues submitted for arbitration. The arbitrator shall have no authority to determine any other issues. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to determining the issues submitted. The decision of the arbitrator shall be final and binding subject to statutory provisions.

10.10 Fees and expenses of the arbitrator shall be borne equally by the Board and the AAUP.

10.11 *General Provisions*

10.11.1 Any grievance as defined above not presented for disposition through the grievance procedures described above within fifteen calendar days of the occurrence of the conditions giving rise thereto and presented in writing in accordance with Section 10.4.2 within 37 days of the occurrence giving rise thereto, shall not thereafter be considered a grievance under this agreement. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the AAUP. Failure of the Administration to respond to any grievance during the time limits specified at any step shall allow the grievant or the AAUP to proceed to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the Vice President for Academic Affairs and the AAUP.

10.11.2 No member may file for arbitration except with the approval and participation of the AAUP.

10.11.3 Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to attend for the purposes of

this section are defined as aggrieved members, their appropriate AAUP representative(s) and qualified witnesses.

10.11.4 Matters of policy are not subject to the arbitration clause of the grievance procedure.

10.11.5 No complaint informally resolved or grievance resolved at either Step 1 or Step 2 shall constitute a precedent for any purpose unless agreed to in writing by the Vice President for Academic Affairs or his/her representative and the AAUP acting through its President or representative.

10.11.6 The AAUP on behalf of a bargaining unit member, a group of bargaining unit members or on behalf of itself may initiate any contractual grievance at Step 2 of the grievance procedure.

10.11.7 Grievances involving the Board of Trustees' *By-Laws*, 10th edition revised (1974) and policies are appealable to the Board as the final step and are not subject to the above grievance procedure and arbitration.

11. ADDITIONS TO THE BY-LAWS GRIEVANCE PROCEDURE

11.1 For grievances arising out of the application or interpretation of the *By-Laws*, 10th edition, revised (1974), and policies of the University, the grievance procedures set forth in said document shall be followed. Prior to the first step of the grievance procedure, an informal conference shall be held between the faculty member who alleges he/she is aggrieved and the appropriate administrator to discuss the alleged grievance. The faculty member, if he/she so desires, may be accompanied by a representative of the AAUP.

11.2 Within seven calendar days of the meeting, the administrator shall provide in writing his/her answer to the faculty member. A copy of this answer shall be given to the AAUP.

11.3 If the faculty member still feels aggrieved, he/she shall file within fifteen calendar days of receipt of such answer a written grievance in conformity with the grievance procedure in the University *By-Laws*, 10th edition, revised (1974). Settlements made under such grievance procedure dealing with terms and conditions of employment shall be consistent with the provisions of this Agreement and shall be reported to the AAUP.

12. PERSONNEL FILES

In the presence of a staff member and at a time convenient to both parties, a faculty member shall have access to personnel files at whatever level they are maintained. The only others who shall have access to such files are (a) administrators and faculty members on official business, and (b) AAUP representatives, with the consent of the faculty member. A faculty member may at any time obtain a copy of material in the files, for which the faculty member may be charged at cost. If requested, copies shall be authenticated by an appropriate administrator.

13. FACULTY NOT IN A TENURE TRACK

13.1 The provisions of this article do not apply to those in positions supported by grant funds or contracts.

13.2 *Evaluation System*

The parties agree that the purpose of an evaluation system is to improve the quality of job performance. If it has not already done so, each department should develop an evaluation system which incorporates, wherever appropriate, the principles of peer review, self-evaluation, and improvement of job performance.

13.3 *Evaluation Procedures*

13.3.1 All formal evaluations to be used in recommending salary increases or disciplinary action shall be in writing.

13.3.2 Written evaluations shall be shared with the faculty member within one week of the time they are completed. The faculty member shall sign the evaluation solely for the purpose of showing that he/she has read it and shall be given a copy for his/her records.

13.3.3 An employee shall have the right to append to his/her evaluation a written statement incorporating his/her agreement or disagreement with the evaluation.

13.4 *Notice of Termination*

In the event of financial exigency, reduction, or discontinuance of a program or department of instruction faculty not on a tenure track whose appointment does not specify a guaranteed period of notice and who have completed at least a one-year probationary period shall be entitled to notice of nonrenewal according to the following schedule: after one year, three months; after two years, six months. Dismissal for cause is not subject to the above schedule.

13.5 *Dismissal for Just Cause*

The parties agree that such dismissal should occur only as the final step in a due process system.

13.5.1 Grounds for dismissal or disciplinary action:

13.5.1.1 Incompetence or failure to meet satisfactory standards of job performance, based upon evaluations of job performance.

13.5.1.2 Failure to meet continuing educational requirements or to fulfill professional commitments made at the time of appointment or in a subsequent written statement.

13.5.2 Procedures to be followed when dismissal or disciplinary action such as suspension without pay or withholding of a salary increase is contemplated:

13.5.2.1 The faculty member shall receive in writing a statement of the reasons for which the action is being initiated.

13.5.2.2 The faculty member shall have the right to a review with the appropriate administrator and, should the faculty member so desire, with an AAUP representative present. This review shall be held within thirty days of the notification.

13.5.2.3 The faculty member shall have the right to appeal the recommendation of his/her department head, to the appropriate dean, director, or vice president of the University or his/her designee. At such appellate hearing, at which the faculty member's due process rights are protected, the faculty member shall have the right of representation by the AAUP.

13.5.3 If in the judgment of the University the grounds for dismissal are such as to require the immediate suspension of the faculty member pending the procedures described in the following section, suspension shall be with pay.

13.6 In cases where the faculty member claims that his/her procedural rights under the terms of this article have been violated, the final decision may be appealed on procedural grounds under the terms of Article 10 of this agreement.

14. REDUCTION OF STAFF FOR DISCONTINUANCE OF PROGRAMS AND FINANCIAL EXIGENCY

14.1 Whenever the discontinuance of faculty is contemplated for reasons consonant with the long-range educational mission of the University or financial exigency, the procedures below shall be followed.

14.2 Should the Administration determine that the fiscal position of the University has deteriorated to an extent which warrants informing the Board of Trustees of a financial exigency which may require a reduction in the faculty, the Administration shall notify the AAUP promptly.

14.3 At a time mutually agreeable to both parties a meeting shall be held between the appropriate vice president(s) and the AAUP for the purpose of reviewing the entire budgetary outlook of the University. The vice president(s) shall document the financial position of the University to the AAUP along with recommendations for alleviating the situation.

14.4 At that or a subsequent meeting, but prior to the meeting with the Board, the AAUP may present to the vice president(s) its own recommendations for resolving the exigency, in the hope that the recommendations given to the Board are the joint recommendations of the parties.

14.5 In the event that the Administration wishes to present to the Board recommendations with which the AAUP does not concur, the AAUP shall be allowed to present to the Board or the appropriate committee of the Board its own recommendations prior to the time when the Board is to determine what course of action it shall take.

14.6 If the course of action adopted by the Board requires discontinuation or consolidation of existing programs with the resultant elimination of faculty, the Vice President for Academic Affairs, the AAUP, the dean(s) of the affected school(s), and the chairperson(s) of the affected department(s) shall meet to identify faculty whose termination is to be recommended to the President. In the course of such discussions regarding which faculty shall be terminated, the participants shall take into consideration, and where possible recommend, such things as shared or reduced load with proportionate reduction in salary, administrative assignment, the feasibility of early retirement, and the possibility of reassigning the faculty member, provided he/she is suitably qualified, to another unit of higher education.

14.7 The following criteria shall apply to the identification of faculty whose termination is to be recommended because of an inability to place them otherwise.

14.7.1 Except where serious distortion of academic programs would result, non-tenured faculty in an affected program will be terminated before any tenured faculty member is terminated.

14.7.2 In identifying tenured faculty whose termination is to be recommended, the following shall be taken into account:

the academic needs of the affected program(s);

the merit of the affected faculty as attested by peer reviews of scholarship, teaching, and service;

the age and length of service of the affected faculty;

the Affirmative Action aims of the University.

14.7.3 In all cases requiring the termination of faculty, primary consideration shall be given to the University's responsibility to offer an appropriate range of courses and programs.

14.8 The following procedure shall govern the case of any faculty member whose termination is recommended to the President:

14.8.1 Prompt notice of the recommendation to terminate will be given.

14.8.2 The faculty member given such notice shall have the right to a hearing under the grievance procedure specified in Article X.K.17 of The University of Connecticut *Laws and By-Laws*, tenth edition, revised (1974).

14.9 If because of financial exigency the University terminates appointments, it will not at the same time make new appointments in the same department except where a serious distortion in a program of the University would otherwise result.

14.10 In all cases of termination because of financial exigency or program discontinuance the place of the faculty member concerned will not be filled by a replacement within a period of two (2) years.

14.11 During a period of two years from the date of termination the terminated faculty member shall be offered reemployment in the same position should the position be restored. Any faculty member so recalled shall have thirty days in which to accept such offer. Both the offer of reemployment and its acceptance or rejection shall be made by registered mail.

14.12 *Standards of Notice*

14.12.1 In cases of termination for financial exigency the following standards of final notice or severance salary in lieu thereof shall apply: In the first year of service, three months; in the second, third or fourth year of service, six months; after the fourth year of service, one year.

14.12.2 In cases of termination for programmatic discontinuance, the following standards of final notice or severance salary in lieu thereof shall apply: Not later than March 15 of the first academic year of service, or at least three months prior to the end of the initial appointment; not later than December 15 of the second academic year of service, or six months prior to the end of the second year of service; after the third year of service, at least one year.

14.13 This article is grievable to arbitration only on procedural grounds.

15. SELECTION AND REVIEW OF DEPARTMENT HEADS

15.1 In the selection of a department head for a continuing appointment there shall be a search committee appointed by the dean and including either a majority or at least three members elected by the department. No candidate will be appointed department head who is not recommended by the search committee.

15.2 A review of the appointment of each department head shall be held at intervals not to exceed five years, or at other times as decided by the dean. The dean shall also initiate a review upon the request of a majority of the voting members of the department. Any review requested by a majority of the voting members of the department may not take place more than once in five years.

16. AAUP RIGHTS

16.1 The AAUP may make recommendations to the Administration concerning the governance of the University; and on the request of the AAUP, the President, at the December and March meetings of the Board,

shall transmit such recommendations to the Board of Trustees for consideration. The Board of Trustees shall express its position in writing on the recommendations within a reasonable period of time not to exceed a year.

16.2 To the extent that it is available, and within reasonable time limits, the Administration shall supply information needed for collective bargaining purposes to the AAUP. In a similar way the AAUP will provide information to the Administration.

16.3 The Administration shall notify the AAUP once a year of changes in the status of members of the bargaining unit.

16.4 The AAUP may use the campus mails under the policy for registered organizations; specifically, it shall:

pay a rate that reflects the real cost;

not interfere with other official University obligations;

make sure all material is accompanied by a statement that it is not an official publication of the University and that it is paid for by the AAUP.

16.5 The Administration shall publish this agreement in a mutually acceptable format and distribute one copy to each member of the bargaining unit. An additional one thousand (1000) copies for the AAUP and one thousand (1000) copies for the Administration shall be included in the publication. The parties shall share the costs of publication equally.

16.6 Participation in representational activities by officials of the AAUP shall be considered professional service. The AAUP shall supply the administration with a list of such officials.

17. AAUP SECURITY AND PAYROLL DEDUCTIONS

17.1 During the life of this agreement a member of the bargaining unit shall retain the freedom to decide whether or not to become or remain a member of the AAUP. A member of the bargaining unit who is not a member of the AAUP shall be required to pay an agency service fee pursuant to Section 5-280 of the General Statutes.

17.2 The University shall deduct AAUP dues or agency fee biweekly from the gross paycheck of each person who is required under Section 5-280 of the General Statutes to pay such a fee as a condition of employment and who authorizes this mode of payment.

17.3 The amount of dues or agency service fee deducted under this article shall be remitted to the Treasurer of the AAUP as soon as practicable after the pay period of the employees for whom any such deduction is made.

17.4 No payroll deduction of dues or agency service fee shall be made during a payroll period in which earnings are insufficient to cover the amount of deduction nor shall such deductions be made from subsequent payrolls to cover the period in question. The AAUP shall be notified when such a situation exists.

17.5 The University shall continue its practice of payroll deductions as authorized by employees for purposes in addition to payment of AAUP dues or agency service fee, provided any such payroll deduction has been approved by the state in advance.

18. SALARY SCALES

For purposes of determining longevity payments and salary minima for promotions to the next higher rank, the salary scale and steps adopted by the Board of Trustees for 1976-77 shall remain in effect during the period of this agreement.

19. SALARY AND BENEFITS

19.1 Effective January 1, 1977, there shall be provided for each member of the unit an increase in salary rate amounting to 5% of the salary rate of December 31, 1976.

19.2 Effective July 1 of each year of the contract, there shall be provided for each continuing member of the unit a cost-of-living adjustment of $500.00 added to the base salary.

19.3 Effective July 1 of each contract year there shall be provided for each member of the unit whose performance is satisfactory an annual increment of 3.5% of his/her base salary as of June 30 of the same year.

19.4 Effective July 1, 1977, there shall be provided a merit/inequity pool equivalent to 2% of the combined salaries of all members of the unit as of June 30, 1977, to be distributed by the Administration among the members of the unit on the basis of merit or to correct inequities.

19.5 Effective July 1, 1978, there shall be provided a pool equivalent to 1.5% of the combined salaries of all members of the unit as of June 30, 1978, to be distributed by the Administration among the members of the unit on the basis of merit.

19.6 Effective July 1 of each year there shall be provided $25,000 for the summer administrative duties of department heads and institute directors and $25,000 for professional development programs including professional travel.

19.7 All state employee medical, pension, and retirement benefits in force at the time of this agreement shall remain in force for the duration of this Agreement.

19.8 In accordance with the Master Agreement and effective January 1, 1979, members of the faculty unit shall be covered under the Blue Cross Dental Indemnity Plan for which the state has set aside a premium contribution in the first year (1/1/79 – 12/31/79) not to exceed 2.2 million dollars.

19.9 In accordance with the Master Agreement, members of the faculty unit shall be eligible for tuition reimbursement under the terms of said Master Agreement.

19.10 Employees shall be entitled to reimbursement for automobile travel at the rate of 15¢ per mile.

20. MINIMUM TERMS

This agreement states the minimum terms of employment of a member of the bargaining unit. Agreements and understandings between members of the unit and the Board shall be maintained unless they fall below the minimum terms set forth herein; in such cases this agreement shall be controlling, unless the individual and AAUP agree in writing to waive these minimum terms.

21. CONTINUATION OF SERVICES

The AAUP and Board agree that any differences between them shall be settled by the means provided in this agreement. The AAUP agrees that it will neither call nor condone any form of strike by bargaining unit members, and the Board agrees that it will not lock out members of the unit.

22. MERGERS AND ACQUISITIONS

In the event that the University acquires any other educational institution or portion thereof, the full-time faculty members of such educational institution shall become members of this bargaining unit. Prior to the expiration date of any agreement or individual contract under which they are

presently covered, the salary schedule and other conditions of employment for new members shall be negotiated by the parties for the subsequent year.

23. SAVINGS CLAUSE

If any provision of this agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation with the AAUP.

In the event that any provision of this agreement is, or shall at any time be, contrary to law, all other provisions of this agreement shall continue in effect.

24. DURATION OF AGREEMENT

This agreement shall be in full force and effect from July 1, 1977 to June 30, 1979. The AAUP or the Board may give notice to the other party by December 15 prior to said termination date of its desire to negotiate a successor agreement. The other party agrees to meet for the purpose of such negotiations within ten (10) days thereafter.

The parties may, by mutual agreement, extend the life of this agreement beyond its expiration date for a period not to exceed one year.

FOR AAUP

William Rosen

William Rosen
Chief Negotiator

Dated: March 31, 1977

FOR THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF CONNECTICUT

Joan Geetter

Joan Geetter
Chief Negotiator